

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

August 14, 1961

TO RECORDS CENTER:

Attached is fully executed copy of agreement as follows:

Agreement From: New York Central System

Facilities Covered: Two guys and anchors

Specific Location: At Albertson Street, approximately 1264 feet to Main Street.

GEN'L ACCTG DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO. <u>21022</u>
DATE <u>8/22/61</u>
BY <u>Donald E. Zuber</u>
CHECKED BY <u>[Signature]</u>

Railroad Valuation Station 1536+20 Mile Post

City/Village Rochester Township Avon

County Oakland Detroit Edison Plan No. dated 4-6-61

Agreement Date 6-1-61 R.R. Plan No. MC 83-64 dated 6-7-61

Preparation Fee \$15.00 Annual Rental \$5.00

Supersedes and Cancels Agreement dated _____ R/W No. _____

This is a Supplemental Agreement and is to be made a part of R/W

REFERRED TO
<u>Sec 10</u>
<u>[Signature]</u>
<u>[Signature]</u>

Attached Grand Trunk Western Railroad Permit No. _____ to be made a part of R/W No. 9064.

RECORDS CENTER
RECEIVED AUG 18 1961
TICKLER MADE
CLASSIFIED

SE 1/4 of Albertson St. of W. Gamble

I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 21072

NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF
CHIEF ENGINEER
T. P. CUNNINGHAM
ASST. CHIEF ENGINEER
KARL OVARDITS
ENGINEER GRADE CROSSINGS

LA SALLE STREET STATION
CHICAGO 5, ILLINOIS

1961 JUN 15 AM 9 43

June 14, 1961
File M-DE-366A-R

LS
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention: Mr. I. W. Gamble
Supervisor of Rights of Way

Gentlemen:

Reference is made to your letter of April 17, 1961 to Division Engineer Westwood at Detroit, Michigan, attaching copies of sketch dated 4-6-61 indicating your proposed installation of two guys and anchors on railroad property at Albertson Street, extended, or opposite Railroad Valuation Station 1536+20, in the Village of Rochester, Michigan.

We are agreeable to the installation of the guys and anchors as indicated on your sketch with the understanding that you will execute our standard form of revocable agreement including a preparation fee of \$15.00 and an annual rental of \$5.00.

Should you desire to progress the installation pending execution of the agreement, we would have no objection with the understanding that you will reimburse the Railroad Company for any expense it may be put to account of said installation and that you shall in no instance be relieved from making such payment by any third party or parties agreeing in any manner to assume or pay same; the work will be performed in a safe and satisfactory manner; your Company to assume all liability in connection with said installation; and that you will notify Mr. H. B. Berkshire, District Engineer at Detroit, Michigan, two days prior to start of work.

If the above meets with your approval, will you please indicate your acceptance in the space provided on the duplicate of this letter and return it to me.

Yours very truly,

C. E. Defendorf
Chief Engineer

cc: Mr. H. B. Berkshire

RECORDED RIGHT OF WAY NO. 21072

This Agreement, made this **1st** day
of **June** 19 **61**, between **THE NEW YORK CENTRAL RAILROAD
COMPANY**, Lessee of the **Michigan Central Railroad**,
hereinafter called First Party, and **THE DETROIT EDISON COMPANY**, a New York corporation,
(address: **2000 Second Avenue
Detroit 26, Michigan**)
hereinafter called Second Party,

Witnesseth, that First Party, for and in consideration of the sum of
Fifteen (\$15.00) - dollar to it paid by Second Party, ~~the receipt whereof is hereby acknowledged,~~
hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party
faithfully keep and perform the covenants and agreements herein provided to be kept and performed by
Second Party, and not otherwise, to **install, maintain, and use two (2) guys and anchors on
First Party's property opposite First Party's val. sta. 1536+20 in the Village of
Rochester, Michigan, as indicated on print of plan No. MC 83-64, dated 6-7-61, which
is attached hereto and hereby made a part hereof,**

all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of
which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and
under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First
Party, or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party
as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use
and enjoyment of the property and railroad of the First Party or the poles, circuits or other equipment of
any telegraph, telephone or power company located on the property of the First Party. Second Party
shall after the doing of said WORK restore the premises of First Party to the same or as good a condition
as they were in prior to the commencement of the doing of said WORK.

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SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor. ~~Second Party shall in no instance be relieved from making such payments by any third party or parties agreeing in any manner to assume or pay same.~~

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use, presence or removal of said WORK as permitted by this license, regardless of whether or not caused or contributed to by the negligence of First Party, its agents or employees.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

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21072

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

ELEVENTH: Second Party shall pay to First Party as rental for the privilege herein granted, the sum of Five Dollars (\$5.00) per annum, beginning on the first day of June, 1961, and annually in advance thereafter, during the term and continuance of this permit.

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The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the ~~heirs, executors, administrators,~~ successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,
Lessee of the Michigan Central Railroad,

Approved. **as to Form:**

By C. E. Defendorf
Chief Engineer.

General Attorney

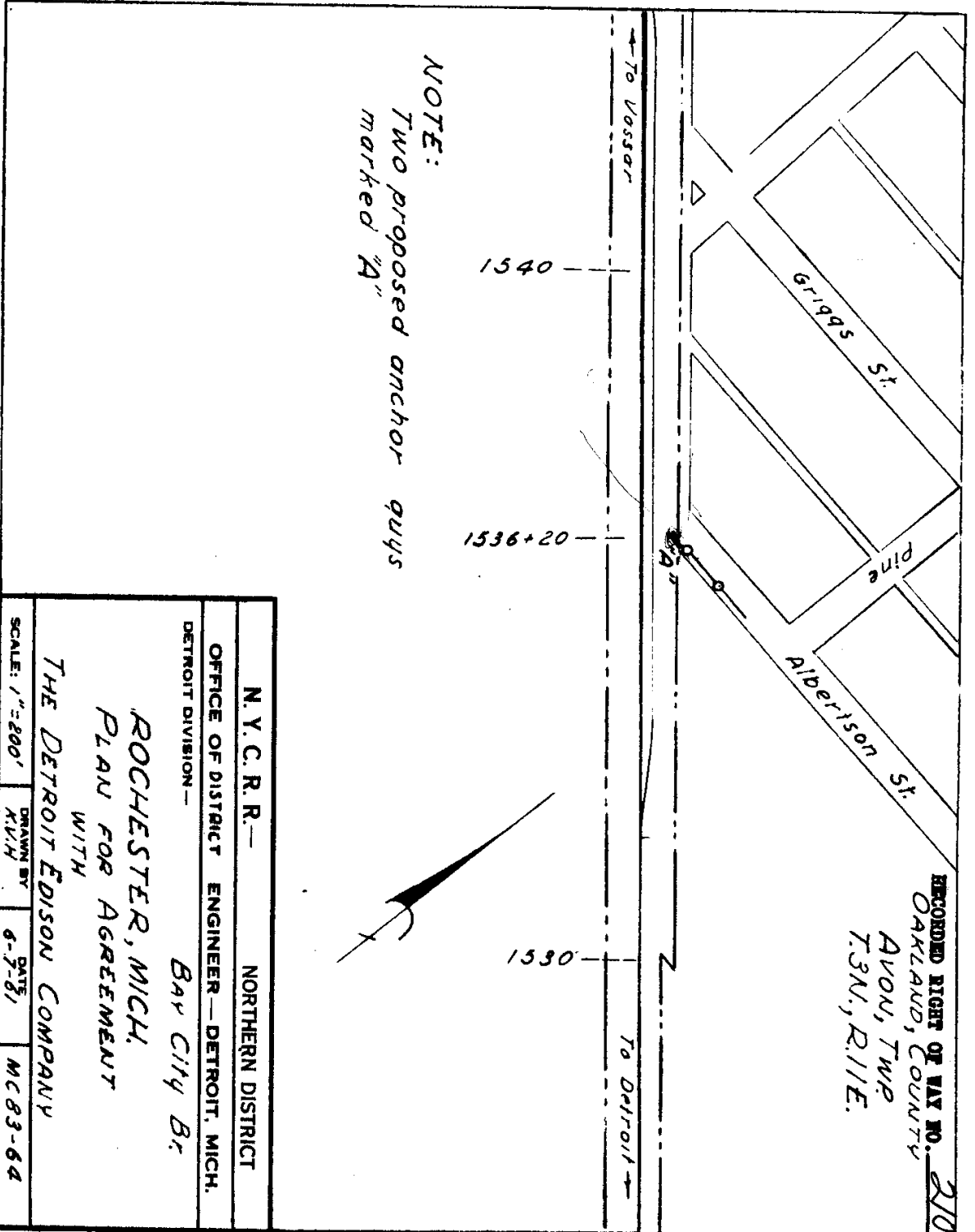
THE DETROIT EDISON COMPANY, a corporation

By Richard H. Taylor
Its RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

[Handwritten signature]
[Handwritten initials]

RECORDED RIGHT OF WAY NO. 21072

RECORDED RIGHT OF WAY NO. 21072
 OAKLAND, COUNTY
 AVON, TWP
 T. 3N., R. 11E.



NOTE:
 Two proposed anchor guys
 marked "A"

N. Y. C. R. R.—		NORTHERN DISTRICT	
OFFICE OF DISTRICT ENGINEER—		DETROIT, MICH.	
DETROIT DIVISION—		Bay City Br.	
ROCHESTER, MICH. PLAN FOR AGREEMENT WITH THE DETROIT EDISON COMPANY			
SCALE: 1"=200'	DRAWN BY K.V.H.	DATE 6-7-81	NO MC 83-64

STAMPAT CO. WASHINGTON, D.C., U.S.A.